
AUTOMOBILE PHYSICAL DAMAGE COVERAGE

I. COVERED AUTOS

With respect to property on which the **Named Member's** Schedule specifies "**Auto Physical Damage Coverage**" the **Pool** will pay for loss to **covered autos** which occurs during the coverage period while the **covered auto** is within the **Coverage Territory**.

II. COVERAGES

A. The **Pool** will pay for **loss** to a **covered auto** or its equipment under:

1. Comprehensive Coverage

From any cause except:

- (a) The **covered auto's** collision with another object; or
- (b) The **covered auto's** overturn.

2. Collision Coverage

Caused by:

- (a) The **covered auto's** collision with another object; or
- (b) The **covered auto's** overturn.

B. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

If the **Named Member** carries Comprehensive Coverage for the damaged **covered auto**, the **Pool** will pay for the following under Comprehensive Coverage:

- 1. Glass breakage;
- 2. **Loss** caused by hitting a bird or animal; and
- 3. **Loss** caused by falling objects or missiles.

However, the **Named Member** has the option of having glass breakage caused by a **covered auto's** collision or overturn considered a **loss** under Collision Coverage.

If the **Named Member** is able to repair a chip or crack in the **covered auto's** windshield, and that vehicle is covered for Comprehensive coverage with the **Pool**, the **Pool** will waive the Comprehensive deductible.

C. Coverage Extensions:

1. The **Pool** will pay up to \$35 per day to a maximum of \$1,000 for transportation expense incurred by the **Named Member** because of the total theft of a **covered auto** of the private passenger type. The **Pool** will pay only for those **covered autos** for which the **Named Member** carries Comprehensive Coverage. The **Pool** will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the coverage document's expiration, when the **covered auto** is returned to use or the **Pool** has paid for its **loss**.
2. For **hired auto** Physical Damage, the **Pool** will pay expenses for which the **Named Member** becomes legally responsible to pay for **loss** of use of a vehicle leased, hired, rented or borrowed without a driver, under a written rental contract or agreement. The **Pool** will pay for such **loss** of use expenses if caused by:
 - (a) Other than collision, if the **Named Member's** Schedule indicate that Comprehensive Coverage is provided; or
 - (b) Collision only, if the **Named Member's** Schedule indicates that Collision Coverage is provided.

However, the most the **Pool** will pay for any expenses for such **loss** of use is \$35 per day, to a maximum of \$1,000.

3. Employee Deductible Reimbursement - \$2,500 limit.

If an employee's vehicle is damaged while performing job duties for the **Named Member**, the **Pool** will reimburse the employee up to \$2,500 for their personal auto insurance's comprehensive deductible or collision deductible. If the employee vehicle is not insured for physical damage, then the **Pool** will pay up to \$2,500 for necessary repairs or replacement of the vehicle on an Actual Cash Value basis.

This extension of coverage is subject to the approval of the **Named Member**.

4. Freezing Coverage on Emergency Vehicles:

The **Pool** will pay for **loss** caused by or resulting from freezing to permanently attached special equipment common to an fire rescue emergency vehicle, unless the **loss** is caused by failure to properly maintain such special equipment. Special equipment includes but is not limited to pumps, gauges, and tanks. The **Pool** will not pay for **loss** caused by or resulting from freezing to an emergency vehicle's engine. The **Pool** will pay only for those losses

which the **Named Member** carries comprehensive and collision coverage and value reported is 100% **replacement cost**.

III. EXCLUSIONS

A. The **Pool** will not pay for **loss** caused by or resulting from any of the following: Such **loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**:

1. Nuclear Hazard:

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

2. War or Military Action:

- (a) War, including undeclared or civil war; or
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

B. Other Exclusions:

The **Pool** will not pay for **loss** caused by or resulting from any of the following unless caused by other **loss** that is covered by this insurance:

- 1. Wear and tear, mechanical or electrical breakdown; or
- 2. Freezing, *except* for **loss** caused by or resulting from freezing to permanently attached special equipment common to a fire rescue emergency vehicle as further set forth in section II(c)(4) above. The **Pool** will not pay for **loss** to a vehicle's engine caused by freezing; or
- 3. Blowouts, punctures or other road damage to tires.

IV. LIMIT OF INSURANCE

A. The most the **Pool** will pay for **loss** in any one **occurrence** is the lesser of:

- 1. The actual cash value of damaged or stolen property as of the time of the **loss**; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- B. For **covered autos** designated on the **Named Member's auto** schedule(s) as being insured on a **Replacement Cost** basis, and subject to payment of the appropriate contribution as designated by the **Pool**, the most the **Pool** will pay for **loss** in any one **occurrence** is the least of:
1. The cost of repairing the damaged property; or
 2. The cost to replace a part or parts of the damaged property at the time of the **loss** with a part or parts of like kind and quality, without deduction for depreciation; or
 3. The cost to replace the entire **covered auto** and its permanently attached equipment as of the time of the **loss** with a comparable new **auto** and permanently attached equipment manufactured to current specifications or standards set by nationally recognized organizations such as NFPA or the U.S. Department of Transportation; or
 4. The limit stated in the schedule or coverage form as applicable to the damaged or stolen property.

In the event the estimated cost to repair a damaged **covered auto** exceed 75% of the limit shown in the **Named Member's** schedule of vehicles as the **Replacement Cost**, and the **Named Member** chooses not to accept payment under paragraphs B. 1. or B. 2. above, the **Pool** will pay the lesser of the amounts due the **Named Member** under paragraphs B. 3. or B. 4. above. Should the **Pool** make settlement under B. 3. or B. 4. above, the **Pool** shall have the rights to all recovery and salvage.

With respect to owned or leased **autos** the **Named Member** acquires after the coverage period begins and not described in the **Named Member's** auto schedule(s), the most the **Pool** will pay is the least of items B. 1., B. 2., or B. 3. above.

V. DEDUCTIBLE

For each **covered auto**, the **Pool's** obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the **Named Member's** Schedules. Any Comprehensive Coverage deductible shown in the Schedules does not apply to **loss** caused by fire or lightning.

VI. BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Coverage Document Common Terms and Conditions:

A. **Loss Conditions:**

1. Appraisal for Physical Damage **Loss**:

If the **Named Member** and the **Pool** disagree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, the **Named Member** and **Pool** will each select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. The **Named Member** and **Pool** will each:

- (a) Pay its chosen appraiser; and
- (b) Bear the other expenses of the appraisal and umpire equally.

If the **Pool** submits to an appraisal, the **Pool** will still retain the right to deny the claim.

2. Duties in the Event of Accident, Claim, Suit or Loss:

(a) In the event of an **occurrence**, accident, claim, suit or **loss**, the **Named Member** must give the **Pool** or its authorized representative prompt notice of the occurrence or **loss**. Include:

- (1) How, when and where the occurrence, accident or **loss** occurred;
- (2) The **Named Member's** name and address;
- (3) To the extent possible, a description of the property involved; and
- (4) To the extent possible, the names and addresses of any injured persons and witnesses.

(b) Additionally, the **Named Member** and any other involved **Member** must:

- (1) Assume no obligation, make no payment or incur no expense without the **Pool's** consent, except at the **Named Member's** own cost;
- (2) Immediately send the **Pool** copies of any request, demand, order, notice of claim, summons, or other notice or legal paper received concerning the claim or suit;
- (3) Cooperate with the **Pool** in the investigation, settlement or defense of the claim or suit;
- (4) Authorize the **Pool** to obtain medical records or other pertinent information; and
- (5) Submit to examination, at the **Pool's** expense, by physicians of the **Pool's** choice, as often as they reasonably

require.

- (c) If there is **loss** to a **covered auto** or its equipment, the following must also be done:
 - (1) Promptly notify the police if the **covered auto** or any of its equipment is stolen;
 - (2) Take reasonable steps to protect the **covered auto** from further damage. Also keep a record of expenses for consideration in the settlement of the claim;
 - (3) Permit the **Pool** to inspect the **covered auto** and records proving the **loss** before its repair or disposition; and
 - (4) Agree to examinations under oath at the **Pool's** request and give the **Pool** a signed statement of answers.

3. Legal Action Against the **Pool**:

No **Named Member** may bring a legal action against the **Pool** under this Coverage Part until:

- (a) There has been full compliance with all the terms of this Coverage Part; and
- (b) Under Liability Coverage, the **Pool** agrees in writing that the **Named Member** has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial.

No person or organization has the right under this coverage document to bring the **Pool** into an action to determine the **Named Member's** liability, nor shall the **Pool** be impleaded by the **Named Member** or the **Named Member's** representatives without the **Pool's** consent.

4. **Loss Payment – Physical Damage Coverages:**

At the **Pool's** option it may:

- (a) Pay for, repair or replace damaged or stolen property;
- (b) Return the stolen property, at the **Pool's** expense. The **Pool** will pay for any damage that results to the **covered auto** from the theft; or
- (c) Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer of Rights of Recovery against Others to the **Pool**:

If any person or organization to or for whom the **Pool** makes payment

under this Coverage Part has rights to recover damages from another, those rights are transferred to the **Pool**. That person or organization must do everything necessary to secure the **Pool's** rights and must do nothing after **occurrence** or **loss** to impair them.

B. General Conditions:

1. No Benefit to Bailee – Physical Damage Coverage:

The **Pool** will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Part.

2. Other Insurance:

(a) For any covered **auto** the **Named Member** owns, this Coverage Part provides primary insurance. For any **covered auto** the **Named Member** does not own, the coverage provided by this Coverage Part is excess over any other collectible coverage.;

(b) For **hired auto** Physical Damage coverage, any **covered auto** the **Named Member** leases, hires, rents or borrows is deemed to be a **covered auto** the **Named Member** owns. However, any **auto** that is leased, hired, rented or borrowed with a driver is not a **covered auto**;

(c) Regardless of the provision of paragraph (a) above, the Public Entity Liability Coverage provided hereunder is primary for any liability assumed under an **insured contract**.

(d) When this Coverage Part and any other Policy or Policies covers on the same basis, either excess or primary, the **Pool** will pay only its share. The **Pool's** share is the proportion that the Limit of Coverage of the **Named Member's** coverage bears to the total of the limits of all the Coverage Documents and Policies covering on the same basis.

3. Coverage Period, **Coverage Territory**:

Under this Coverage Section, the **Pool** covers **occurrences** and **losses** occurring:

- (a) During the policy period shown in the Coverage Form; and
- (b) Within the **coverage territory**.

The **coverage territory** is:

- (a) The United States of America, excluding U.S. territories and its

possessions, but including the District of Columbia, Puerto Rico and the Virgin Islands; and
(c) Canada.

The **Pool** also covers **loss** to, or **occurrences** involving, a **covered auto** while being transported between any of these places.

VII. DEFINITIONS

Auto means a land motor vehicle, **trailer** or semi-trailer designed for travel on public roads. However, auto does not include **mobile equipment**.

Covered autos are those **autos** as described in the **Named Member's** coverage schedule for the purposes described therein.

Hired auto means only those **autos** the **Named Member** leases, hires, rents or borrows. This does not include any **auto** the **Named Member** leases, hires, rents or borrows from any of the **Member's** employees, volunteers or members of their households.

Insured contract means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to the **Member's** operations (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Member** assumes the **tort** liability of another party to pay for **damages** to a third person or organization;
6. Contracts for services with public bodies; and
7. That part of any contract or agreement entered into, as part of the **Named Insured's** operations, for the rental or lease, by the **Named Insured** or any employee(s) of any **auto**. However, such a contract or agreement is not an **insured contract** to the extent that it obligates the **Named Member** or any employee(s) to pay for property damage to any **auto** rented or leased by the **Named Member** or any employee(s).

An **Insured Contract** does not include that part of any contract or agreement:

1. That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing; or
2. That pertains to the loan, lease or rental of any **auto** by the **Named Member** or any employee(s), if the **auto** is loaned, leased or rented with a driver; or
3. That holds a **Named Member** engaged in the business of transporting property by auto for hire harmless for your use of a **covered auto** over a route or territory that that person or organization is authorized to serve by public authority.

Loss means direct and accidental loss or damage.

Mobile Equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises the **Named Member** owns or rents;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (a.) Power cranes, shovels, loaders, diggers or drills; or
 - (b.) Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1. 2., 3. or 4., above, that are not self-propelled and are not maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (a.) Equipment designed primarily for:
 - (1.) Snow Removal; or
 - (2.) Road maintenance, but not construction or resurfacing; or
 - (3.) Street cleaning;

- (b.) Cherry pickers and similar devices mounted on automobile or truck Chassis and used to raise or lower workers; and
- (c.) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, **mobile equipment**, does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

Named Member means the Special District, formed under the laws of the State of Colorado, named in the Certificate Holder Declaration page attached to this Coverage Document. **Named Member** includes the District's directors, officers, employees, and volunteers authorized to act on behalf of the **Named Member**; all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions which take place during the coverage period.

Pool means Colorado Special Districts Property and Liability Pool.

Replacement Cost means for **covered autos** designated on the **Named Member's auto** schedule(s) as being insured on a **Replacement Cost** basis with the appropriate paid contribution, the most the **Pool** will pay for **loss** in any one **occurrence** is the lessor of:

1. The cost of repairing the damaged property; or
2. The cost to replace a part or parts of the damaged property as of the time of the **loss** with a part or parts of like kind and quality, without deduction for depreciation; or
3. The cost to replace the entire **covered auto** and its permanently attached equipment as of the time of the **loss** with a comparable new **auto** and permanently attached equipment manufactured to current specifications or standards set by nationally recognized organizations such as NFPA or the U.S. Department of Transportation; or
4. The limit stated in the schedule or coverage form as applicable to the damaged or stolen property.

In the event the estimated cost to repair a damaged **covered auto** exceed 75% of the limit shown in the **Named Member's** schedule of vehicles as the **Replacement Cost**, and the **Named Member** chooses not to accept payment

under paragraphs 1. or 2. above, the **Pool** will pay the lesser of the amounts due the **Named Member** under paragraphs 3. or 4. above. Should the **Pool** make settlement under 3. or 4. above, the **Pool** shall have the rights to all recovery and salvage.

With respect to owned or leased **autos** the **Named Member** acquires after the coverage period begins and not described in the **Named Member's auto** schedule(s), the most the **Pool** will pay is the least of items 1., 2., or 3. above.

Trailer includes semi-trailer.